

STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Condor Environmental, LLC  
 Requesting an Expansion of Its Existing Sewer  
 Service Area to Include Certain Portions of  
 Anderson County, South Carolina, Approval of  
 Agreements, and Establishment of a \$250.00 Sewer  
 Tap Inspection Fee

BEFORE THE  
 PUBLIC SERVICE COMMISSION  
 OF SOUTH CAROLINA

COVER SHEET

DOCKET

NUMBER: 2012 - 101 - ~~WS~~

(Please type or print)

Submitted by: Daniel TrammelSC Bar Number: 74252Address: P.O. Box 462Telephone: 864-469-9715Greer, SC 29652Fax: 864-469-9715

Other: \_\_\_\_\_

Email: recycleh2o@condorenvironmental.org

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

**DOCKETING INFORMATION** (Check all that apply)

☐ Emergency Relief demanded in petition ☐ Request for item to be placed on Commission's Agenda expeditiously

☐ Other: \_\_\_\_\_

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
<input type="checkbox"/> Electric	<input type="checkbox"/> Affidavit	<input type="checkbox"/> Letter	<input type="checkbox"/> Request
<input type="checkbox"/> Electric Gas	<input type="checkbox"/> Agreement	<input type="checkbox"/> Memorandum	<input type="checkbox"/> Request for Certificatio
<input type="checkbox"/> Electric Telecommunications	<input type="checkbox"/> Answer	<input type="checkbox"/> Motion	<input type="checkbox"/> Request for Investigation
<input type="checkbox"/> Electric Water	<input type="checkbox"/> Appellate Review	<input type="checkbox"/> Objection	<input type="checkbox"/> Resale Agreement
<input type="checkbox"/> Electric Water Telecom.	<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Petition	<input type="checkbox"/> Resale Amendment
<input type="checkbox"/> Electric Water Sewer	<input type="checkbox"/> Brief	<input type="checkbox"/> Petition for Reconsideration	<input type="checkbox"/> Reservation Letter
<input type="checkbox"/> Gas	<input type="checkbox"/> Certificate	<input type="checkbox"/> Petition for Rulemaking	<input type="checkbox"/> Response
<input type="checkbox"/> Railroad	<input type="checkbox"/> Comments	<input type="checkbox"/> Petition for Rule to Show Cause	<input type="checkbox"/> Response to Discovery
<input checked="" type="checkbox"/> Sewer	<input type="checkbox"/> Complaint	<input type="checkbox"/> Petition to Intervene	<input type="checkbox"/> Return to Petition
<input type="checkbox"/> Telecommunications	<input type="checkbox"/> Consent Order	<input type="checkbox"/> Petition to Intervene Out of Time	<input type="checkbox"/> Stipulation
<input type="checkbox"/> Transportation	<input type="checkbox"/> Discovery	<input type="checkbox"/> Prefiled Testimony	<input type="checkbox"/> Subpoena
<input type="checkbox"/> Water	<input type="checkbox"/> Exhibit	<input type="checkbox"/> Promotion	<input type="checkbox"/> Tariff
<input type="checkbox"/> Water Sewer	<input type="checkbox"/> Expedited Consideration	<input type="checkbox"/> Proposed Order	<input type="checkbox"/> Other:
<input type="checkbox"/> Administrative Matter	<input type="checkbox"/> Interconnection Agreement	<input type="checkbox"/> Protest	
<input type="checkbox"/> Other:	<input type="checkbox"/> Interconnection Amendment	<input type="checkbox"/> Publisher's Affidavit	
	<input type="checkbox"/> Late-Filed Exhibit	<input type="checkbox"/> Report	

RECEIVED

PSC SC  
MAIL / DMS



**Condor Environmental, LLC**

PO Box 462 • Greer, SC 29652

864-469-9715

July 13, 2012

**VIA EMAIL**

Jocelyn Boyd, Chief Clerk / Administrator  
Public Service Commission of South Carolina  
Post Office Drawer 11649  
Columbia, SC 29211

**Re: Condor Environmental, LLC  
Application for Expansion of Existing Sewer Service Area, Approval of Agreements, and  
Establishment of a Sewer Tap Inspection Fee**

Dear Jocelyn:

Enclosed for filing please find the Application of Condor Environmental, LLC requesting an expansion of its existing sewer service area to include certain portion of Anderson County, South Carolina, approval of agreements, and establishment of a sewer tap inspection fee. We are providing a copy of the application to the Office of Regulatory Staff by copy of this letter.

If you have any questions, please have someone on your staff contact me.

Very truly yours,

Daniel Trammel  
Attorney for Condor Environmental

Enclosures  
cc/enc: Nanette Edwards. (via Email)

**BEFORE**  
**THE PUBLIC SERVICE COMMISSION OF**  
**SOUTH CAROLINA**  
**DOCKET NO. 2012-101-WS**

IN RE: )  
Application Of Condor Environmental, )  
LLC Requesting An Expansion Of Its )  
Existing Sewer Service Area To Include )  
Certain Portions Of Anderson County, )  
South Carolina, Approval of )  
Agreements, and Establishment of a )  
\$250.00 Sewer Tap Inspection Fee )

**APPLICATION**

Condor Environmental, LLC (“Applicant” or “Company”), formerly known as Condor Environmental O&M, LLC, pursuant to S.C. Code Ann. § 58-5-210 (1976) and 26 S.C. Code Ann. Regs. 103-501 (1976), 103-504, and 103-541 (Supp. 2011) hereby applies for an expansion of its authorized sewerage service area to include certain portions of Anderson County, South Carolina and approval of the Agreements between and among Applicant, Easley Combined Utilities (“ECU”), Poinsett Development, LLC, and Rose Hill Upstate Homeowner’s Association, Inc., to serve Rose Hill Subdivision. In support of this Application, Applicant would respectfully show as follows:

1. Applicant is a limited liability company organized and existing under the laws of the State of South Carolina. The Company was created in 2003 as a partnership between Samuel D. Weaver, a licensed wastewater operator, and Eugene C. McCall, Jr., a South Carolina licensed attorney. In the beginning of 2012, the partnership disbanded, and Mr. Weaver became sole owner of the Company. At that time, previous correspondence from the ORS was discovered stating that the Company needed to submit an Application for approval to expand its service

areas. Mr. Weaver and the Company apologize to the Commission for failing to submit an application for expansion sooner.

2. Applicant properly amended its name with the South Carolina Secretary of State's Office from Condor Environmental O&M, LLC to Condor Environmental, LLC, Exhibit A.

3. Applicant is a public utility, as defined by S.C. Code Ann. § 58-5-10(4), currently authorized to operate wastewater systems under the jurisdiction of the Public Service Commission of South Carolina (the "Commission") in Greenville County. Applicant's corporate charter is presently on file with the Commission, and an appropriate bond has been posted. A schedule of rates and charges for Applicant's sewer service has previously been approved by the Commission in Docket No. 2000-71-S, Order No. 2000-651, dated August 10, 2000 and in Docket No. 2010-262-WS, Commission Order No. 2011-364, dated May 24, 2011.

4. The sewer service area for which expansion is sought (the "Proposed Rose Hill Service Area") is located in Anderson County, South Carolina, includes proposed 139 homes in the Rose Hill Subdivision and is controlled by the Rose Hill POA. It is the desire of the Rose Hill POA that Applicant operates, maintains, and owns the sewerage collection system needed to collect sewage from the homes at the Rose Hill Subdivision. The Applicant and ECU have entered into an Agreement dated June 7, 2005, a copy of which is attached hereto and incorporated by reference as Exhibit B. Poinsett Development, LLC, Rose Hill POA, the Applicant, ECU, John W. Merritt, III and Ann A. Merritt have entered into an Agreement dated November 29, 2005, a copy of which is attached hereto and incorporated herein by reference as Exhibit C. Easley Combined Utilities will own, operate and maintain the pump station needed to convey the sewage to the Middle Branch Waste Water Treatment Plant, Exhibit D.

5. DHEC required that the ownership and maintenance responsibility for the gravity sewer be in the name of a utility.

6. Applicant agreed to assume the ownership and maintenance responsibility for the gravity sewer to be located in the Proposed Rose Hill Service Area. Poinsett Development, LLC conveyed to Applicant those certain sanitary sewer lines, manholes, valves, adjuncts and appurtenances (excluding the pump station and force main) installed and located in the Proposed Rose Hill Service Area, Exhibit E.

7. The Proposed Rose Hill Service Area is not presently served by any public utility providing sewer service subject to the jurisdiction of this Commission. Moreover, no governmental entity has sewer service facilities in the Proposed Rose Hill Service Area.

8. Applicant requests, for this proposed service area, the following charge be added in addition to the rates and charges set forth in the Pump Station and Force Main Agreement:

a. Sewer Tap Inspection Fee for new connections - \$250.00.

9. Applicant respectfully requests, pursuant to §58-5-240(G) (Supp. 2011), that the Commission allow the \$250.00 Sewer Tap Inspection Fee for the Proposed Rose Hill Service Area be put into effect without a hearing as the rate does not require a determination of the entire rate structure and overall rate of return.

10. As stated in the Agreement, Exhibit B, a 10% late payment charge may be assessed to the Rose Hill POA by the Applicant for failure to pay the monthly rate within (30) days of the due date. The Applicant requests that the Commission grant a waiver of 26 S.C. Code Ann. Regs. 103-532.2 or in the alternative allow the Applicant to charge a late payment penalty up to the maximum amount allowed by S.C. Code Ann. § 58-5-10 et seq. (Supp. 2011) and 26 S.C. Code Ann. Regs. 103-532 (Supp. 2011).

11. Attached hereto and incorporated herein by this reference as Exhibit F is the Summary of the Rates and Charges.

12. Attached hereto and incorporated herein by this reference as Exhibit G is the Plat of the Proposed Service Area.

13. Attached hereto and incorporated herein by this reference as Exhibit H is the technical specifications for the pump station and sewer lines for the Proposed Service Area certified to be in accordance with good engineering practices by R.L. Fogelman, a professional engineer registered in South Carolina.

14. Attached hereto and incorporated herein by this reference as Exhibit I is the Construction Permit from DHEC approving the engineering plans and specifications.

15. Attached hereto and incorporated herein by this reference as Exhibit J is the Applicant's Financial Statement, showing proposed plant investment by categories.

16. Attached hereto and incorporated herein by this reference as Exhibit K is the Applicant's Depreciation Schedule.

17. Attached hereto and incorporated herein by this reference as Exhibit L is the Applicant's Proforma Income and Expense Statement.

18. Attached hereto and incorporated herein by this reference as Exhibit M is the statement by R.L. Fogelman, a professional engineer registered in South Carolina, certifying the pump station and sewer lines were built and installed according to approved plans and specifications.

19. Attached hereto and incorporated herein by this reference as Exhibit N is DHEC's approval to place the pump station and sewer lines for the Proposed Service Area into operation.

20. Attached hereto and incorporated herein by this reference as Exhibit O is the Customer's current Bill Form.

**WHEREFORE**, having fully set forth its Application, Applicant respectfully requests that the Commission:

1. Grant the Applicant's requests for expansion of its sewerage service area to include the Proposed Service Area as identified above pursuant to the terms, conditions, rates and charges set forth in the specific Agreements as referenced. A summary of the rates and charges is provided in Exhibit F.

2. Allow the Sewer Tap Inspection Fee for the Proposed Rose Hill Service Area be put into effect without a hearing as the rate does not require a determination of the entire rate structure and overall rate of return. S.C. Code Ann. §58-5-240(G) (Supp. 2011); and

3. Grant such other and further relief as the Commission may deem just and proper.

s/ Daniel Trammel

Daniel Trammel  
P.O. Box 462  
Greer, SC 29652  
(864) 469-9715  
Attorney for Applicant

Greenville County, South Carolina

This 12 day of July, 2012

Condor Environmental, LLC

SCHEDULE OF EXHIBITS

Exhibit A	Amended Articles of Incorporation
Exhibit B	Agreement by and between ECU and Applicant
Exhibit C	Agreement by and among Poinsett Development, LLC, Rose Hill POA, Applicant, ECU, and John W. Merritt, III and Ann A. Merritt
Exhibit D	Letter from ECU stating it will own, operate, and maintain the pump station
Exhibit E	Dedication and conveyance of sanitary sewer line and easement in the Proposed Service Area
Exhibit F	Schedule of Rates and Charges
Exhibit G	Plat of Proposed Service Area
Exhibit H	Design Calculations for the pump station and sewer lines for the Proposed Service Area certified to be in accordance with good engineering practices by R.L. Fogelman, PE
Exhibit I	Construction Permit from DHEC approving the plans and specifications for the pump station and sewer lines for the Proposed Service Area
Exhibit J	Financial Statement
Exhibit K	Depreciation Schedule
Exhibit L	Proforma Income and Expense Statement
Exhibit M	Statement by R.L. Fogelman, PE, certifying the pump station and sewer lines were built and installed according to approved plans and specifications
Exhibit N	DHEC approval to place the pump station and sewer lines for the Proposed Service Area into operation
Exhibit O	Customer Bill Form



Exhibit A

CERTIFIED TO BE A TRUE AND CORRECT COPY  
AS TAKEN FROM AND COMPARED WITH THE  
ORIGINAL ON FILE IN THIS OFFICE

JUL 29 2005

STATE OF SOUTH CAROLINA  
SECRETARY OF STATE

*Mark Hammond*  
SECRETARY OF STATE OF SOUTH CAROLINA

AMENDED ARTICLES OF ORGANIZATION  
LIMITED LIABILITY COMPANY

TYPE OR PRINT CLEARLY IN BLACK INK

The Limited Liability Company amends its articles of organization in accordance with Section 33-44-204 of the 1976 South Carolina Code of Laws, as amended.

1. The name of the Limited Liability Company is Condor Environmental O&M, LLC
2. The date the articles of organization were filed is September 8, 2003
3. The articles of organization are amended in the following respects, of which all amended provisions may lawfully be included in the articles of organization.  
The name of the limited liability company is changed from Condor Environmental O&M, LLC to  
Condor Environmental, LLC

4. Please attach additional amendments if space is needed

Date July 25, 2005

*Samuel D. Weaver*  
*Eugene C. McCall, Jr.*  
Signature  
SAMUEL D. WEAVER, Member  
EUGENE C. MCCALL, JR., Member  
Name/ Capacity

FILING INSTRUCTIONS

1. If management of the Limited Liability Company is vested in managers, a manager shall execute these amended articles of organization. If management of the Limited Liability Company is reserved to the members, a member shall execute these amended articles of organization. Specify whether a member or manager is executing these amended articles of organization.
2. File two copies of this form; the original and either a duplicate original or a conformed copy.
3. This form must be accompanied by the filing fee of \$110.00, payable to the Secretary of State.

Return to: Secretary of State  
PO Box 11350  
Columbia SC 29211

THE FILING OF THIS DOCUMENT DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THIS CORPORATE NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE. USE OF A NAME AS A TRADEMARK OR SERVICE MARK WILL REQUIRE FURTHER CLEARANCE AND REGISTRATION AND BE AFFECTED BY PRIOR USE OF THE MARK. FOR MORE INFORMATION, CONTACT THE TRADEMARKS DIVISION OF THE SECRETARY OF STATE'S OFFICE AT (803) 734-1728.

Form Revised by South Carolina  
Secretary of State, January 2000

050727-0002  
CONDOR ENVIRONMENTAL, LLC

FILED: 07/26/2005

Filing Fee \$110.00 ORIG



Mark Hammond

South Carolina Secretary of State

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF PICKENS         )    MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made and entered into on June 7, 2005 by, between, and among Easley Combined Utilities System ("Combined"), and Condor Environment O&M, LLC ("Condor") as follows:

RECITALS:

1. Combined Utilities is a municipal utility company in Easley, S.C. which provides water, sewer, and electric utility services in Easley and surrounding areas. Combined Utilities owns and operates its Middle Branch Waste Water Treatment plant ("Middle Branch WWTP") located in Anderson County, South Carolina.

2. Condor is a privately-owned company which provides utility services to developers and for projects such as Rose Hill subdivision.

3. Condor requests that Combined treat the sewage from Rose Hill subdivision at Middle Branch WWTP and Combined is willing to do the same. The developers of Rose Hill subdivision will install the collection and conveyance system, and Condor will operate, maintain and own the sewage collection system needed to collect sewage from Rose Hill subdivision. Easley Combined Utilities will own, operate and maintain the pump station needed to convey the sewage to the Middle Branch WWTP.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT Easley Combined Utilities System, and Condor Environmental do hereby agree as follows:

1. The sewage collection and conveyance system and lift station necessary to collect the sewage from Rose Hill subdivision and convey the same to the discharge point with Combined shall be installed by the developers of Rose Hill subdivision to the

specifications of Combined. Condor shall own, operate, and maintain the sewage collection system in Rose Hill Subdivision. Combined shall own, operate, and maintain the lift station in Rose Hill subdivision. The developers of Rose Hill subdivision shall be responsible for installing the force main line from the pump station to the discharge point with Combined. Combined shall own, operate, and maintain the force main from the Rose Hill lift station to the discharge point to Middle Branch WWTP. Sewage from any other source other than Rose Hill subdivision shall not be collected or discharged into the Middle Branch WWTP through this collection and conveyance system without the express consent of Easley Combined Utilities.

Combined shall have the right to convey sewage from areas other than Rose Hill subdivision to the pump station described above, provided, however, that this does not interfere with collecting and conveying sewage from Rose Hill subdivision and delivering the same to Middle Branch WWTP.

2. Condor shall be solely responsible for collecting the sewage from Rose Hill subdivision and delivering the same to the lift station of Combined. Combined shall have no liability or obligation to collect the sewage from Rose Hill subdivision.

3. Condor shall be responsible for and shall ensure that the sewage collected from Rose Hill subdivision and delivered to the Combined lift station consist only of waste water of typical residential strength waste, which shall not exceed 300 ppm BOD or TSS. Combined may decline to accept sewage from Rose Hill subdivision if the contaminant level or waste concentration of this sewage exceeds the level described herein. If Combined determines that there is excessive infiltration and inflow (I and I) into Middle Branch WWTP from the collection system in the Rose Hill Subdivision, then Combined

---

may require, and Condor shall take, such remedial action as is necessary to correct the excessive I and I.

4. Condor shall pay fees or charges to Combined as follows:

(a) Twenty dollars per month per house for each house that has been issued an occupancy permit. A house that has an occupancy permit for any portion of a month shall be deemed to have an occupancy permit for the entire month. Easley Combined Utilities reserves and shall have the right to alter this fee not more than once in any twelve month period and upon approval thereof by Commissioners of Easley Combined Utilities.

(b) Condor shall submit payment to Combined, on a monthly basis, for the charges described above. Payment from Condor shall be due to Combined by the twentieth day of the month for all houses in Rose Hill Subdivision that have an occupancy permit on the final day of the prior month. Included in the remittance of payment from Condor shall be the names, addresses, and such other identifying information (birth dates, Social Security numbers, etc.) of the owner of the houses for which Condor is remitting payment. If Condor fails to timely pay Combined, then Combined is specifically authorized to discontinue treatment of sewage from Rose Hill and such termination of services by Combined shall not constitute an unconscionable or harsh remedy by Combined.

5. Combined shall treat the sewage delivered by Condor from Rose Hill Subdivision to Middle Branch WWTP. The treatment shall consist of the same treatment which Combined now provides at Middle Branch WWTP for sewage. The treated sewage shall meet discharge requirements as established by S.C. DHEC.

6. Condor may assign ownership, privileges, rights, and responsibilities of the sewer system in Rose Hill Subdivision to a successor party only with the consent of Easley

**Combined Utilities. Such consent will not be unreasonably withheld.**

**7. (a) No party to this agreement shall be liable for the acts, omissions, or liabilities of any other party to this agreement. Each party to this agreement shall indemnify and defend any other party to this agreement for any damage resulting from the acts, omissions, or liabilities of the responsible party. Each party to this agreement shall maintain a liability insurance policy with appropriate endorsements thereto, which will protect against any liability which might arise under this agreement and any liability to third parties.**

**(b) This Memorandum of Agreement embodies the entire agreement among the parties. Any changes in or to this Agreement must be made in writing and signed by both parties. No party has relied upon the representations made by any other party, its agents, or employees, except for those representations specifically recited herein.**

**(c) Each person executing this Agreement on behalf of a party hereto is duly authorized to do so and each party has complied with its procedural requirements necessary to approve the terms of this Agreement and authorize its execution.**

**(d) This Agreement shall be binding on the parties hereto and their respective successors and assigns.**

**(e) This contract will be governed by and interpreted in accordance with South Carolina law.**

**(f) If a court finds that any provision of this contract is not valid or enforceable, then that fact by itself shall not mean that the rest of this contract is invalid or unenforceable.**

**(g) Time is of the essence in the performance of this agreement.**

**8. Combined's obligations under this Agreement shall be to Condor only and not to**

the residential sewer customers in Rose Hill or other third parties. Condor, its agents, employees, or contractors shall not make any representations to others that Combined is providing sewer collection services to the property owners in Rose Hill or to other third parties.

9. This Agreement shall be in effect for an initial term of ten (10) years. This Agreement may be canceled by any party hereto by giving notice thereof one year before the expiration date of the current term. If this Agreement is not canceled, then the terms of this Agreement shall be automatically extended for successive ten year terms.

10. Any litigation filed concerning this Agreement or the enforcement thereof shall be heard by a Judge without a jury.

WITNESS OUR HANDS ON June 7, 2005.

Easley Combined Utilities

By   
Its: General Manager

Condor Environmental O&M. LLC

By   
Its:

STATE OF SOUTH CAROLINA   )  
  )  
COUNTY OF ANDERSON        )

**GRAVITY SEWER AGREEMENT**

**THIS GRAVITY AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2005 by and among POINSETT DEVELOPMENT, LLC, a South Carolina Limited Liability Company ("Poinsett"); ROSE HILL UPSTATE HOMEOWNER'S ASSOCIATION, INC. a non-profit South Carolina Corporation (the "Association"); CONDOR ENVIRONMENTAL, LLC, a South Carolina Limited Liability Company ("Condor"); EASLEY COMBINED UTILITIES ("ECU"); and JOHN W. MERRITT, III AND ANN A. MERRITT ("Merritt").

**WITNESSETH:**

WHEREAS, Poinsett is currently developing a residential subdivision, Rose Hill, in Anderson County, South Carolina, on the property which is described on Exhibit A, hereto attached and made a part hereof (the "Premise"); and

WHEREAS, Poinsett owns the property and the Association will become the governing association for the Rose Hill Subdivision; and

WHEREAS, the development plan for the Rose Hill Subdivision provides for a total of up to 298 homes which will be served by the Gravity Sewer as hereinafter defined; and

WHEREAS, wastewater treatment will be provided by Easley Combined Utilities ("ECU") upon approval of the sewer lines and receipt of a Certificate of Occupancy for each home, and

WHEREAS, the South Carolina Department of Health and Environmental Control ("DHEC") is requiring that the ownership and maintenance responsibility for the Gravity Sewer be in the name of a public or private utility; and

WHEREAS, Condor has agreed to assume the ownership and maintenance responsibility for the Gravity Sewer to be located on the property;

NOW, THEREFORE, for and in consideration of the foregoing premises, and of the mutual covenants of the parties herein set forth, the parties hereto hereby agree as follows:

1. COMPLETION AND CONVEYANCE OF GRAVITY SEWER. Poinsett agrees to complete the construction of the Gravity Sewer in accordance with the plans and specifications prepared by Reichert Consultants, Inc. (the "Engineer"), which plans and specifications shall meet the requirements of ECU and Condor and be approved by ECU,

Condor and DHEC, which consent will not be unreasonably withheld. Poinsett agrees that, at such time as the actions described in the foregoing sentence shall have been completed, Poinsett shall transfer and convey the Gravity Sewer, including all Elder Valve components (including a plunger and handle for each home as described in the Utility Details prepared by the Engineer) and a set of as-built plans, to Condor along with all necessary and appropriate easements. At the time of said transfer and conveyance, Poinsett or the Association shall also assign to Condor all warranties which shall have been made to Poinsett by the Contractor and the Engineer in regard to the Gravity Sewer and Poinsett agrees to indemnify and defend Condor from any defects in the Gravity Sewer and any associated costs for the warranty period and as may be required by law.

During construction and prior to the transfer and conveyance of the Gravity Sewer, Poinsett agrees that, Condor may conduct such inspections of the Gravity Sewer as Condor shall deem reasonably necessary and appropriate.

2. OPERATION OF GRAVITY SEWER. Condor agrees to accept the transfer and conveyance to it by Poinsett of the Gravity Sewer and thereafter to operate, repair, maintain and replace the same in accordance with the terms and provisions of this agreement.

Condor shall operate and maintain the Gravity Sewer so that all houses served by the sewer shall receive adequate sanitary sewer service. The repair, maintenance and replacement of the Gravity Sewer, after the warranty period, shall be the responsibility of Condor.

Condor shall operate and maintain the Gravity Sewer so that the same will at all times comply with and fulfill all governmental laws, rules and regulations that shall be applicable. Without limiting the generality of the forgoing, Condor shall operate and maintain the Gravity Sewer in accordance with all rules and regulations which shall be promulgated at any time, and from time to time, by DHEC and ECU for privately owned and maintained sanitary sewer utilities.

It is understood and agreed that, for the purposes of this Agreement, any reference to the phrase "Poinsett or the Association" shall be construed as follows: Prior to the transfer of responsibilities or rights from Poinsett to the Association as contemplated in the Declaration of Covenants, Conditions and Restrictions for Rose Hill Plantation, said phrase and any obligations or rights associated therewith shall be the obligations or rights of Poinsett. Subsequent to the transfer of responsibilities, any and all obligations or rights associated therewith shall be exclusively the obligations or rights of the Association, and Poinsett, upon transfer of such responsibilities or rights, shall be relieved of any obligations or rights hereunder.

3. PAYMENT BY POINSETT AND THE ASSOCIATION. Poinsett and, after transfer of responsibilities, the Association, hereby agree that, in consideration for the performance by Condor of its duties and obligations under this Agreement, Poinsett or the Association shall pay to Condor the amount of Thirty Dollars (\$30.00) (the "Monthly Fee") per month per home which payment begins for each home upon receipt of a Certificate of Occupancy by the respective homeowner or the builder. The Monthly Fee is comprised of two



parts. Twenty dollars (\$20.00) represents the current monthly wastewater treatment fee (the "WW fee") charged by ECU and must be paid in its entirety regardless of the date during the month the Certificate of Occupancy is issued. This WW fee will be collected by Condor from Poinsett or the Association and paid by Condor to ECU without markup. Ten dollars (\$10.00) of the Monthly Fee is Condor's operation and maintenance fee ("Condor fee") and shall be prorated during the first month based upon the date the Certificate of Occupancy is issued.

Upon transfer of ownership and control of the Association from Poinsett to the subdivision homeowners, the Association shall establish and deliver to Condor an irrevocable letter of credit from a bank located in Greenville or Spartanburg County, South Carolina in the amount of Twenty Five Thousand Dollars (\$25,000.00) to guarantee the payment by the Association of the cumulative Monthly Fees to Condor. The letter of credit is to have a term of twenty-four (24) months. The Association agrees to renew the letter of credit or maintain a Twenty Five Thousand Dollars (\$25,000.00) cash escrow to guarantee the payment of the Monthly Fee.

The Association shall pay the cumulative Monthly Fees to Condor on or before the tenth day of each calendar month by means of a check made payable to Condor and mailed or otherwise delivered to the address herein below provided. In the event that Poinsett or the Association shall at any time fail to pay to Condor the cumulative Monthly Fee within thirty (30) days of the due date, after five (5) days written notice Condor shall have the right to draw the cumulative Monthly Fee plus ten percent (10%) of the fee as a delinquency charge from Poinsett or the Letter of Credit, as appropriate, upon presentation of such unpaid invoice and an accompanying notarized statement that payment and penalty are due. Condor shall at all times be responsible for the continued performance of its duties and obligations under this Agreement.

Additionally, if, for whatever reason, Poinsett or the Association does not pay the cumulative Monthly Fee for a period of sixty (60) days, Condor, upon reasonable notice to the homeowner, Poinsett or the Association, as appropriate, shall have the right to close any and all Elder Valves to any and all homes and cease service to those homes. Upon payment to Condor of the past and current cumulative Monthly Fees, plus applicable penalties and a reconnection fee of One Hundred dollars (\$100.00) per home for each home to which service has been suspended, Condor shall immediately open any and all closed Elder Valves to restore service.

Upon no less than ninety (90) days prior notice to Poinsett or the Association, Condor shall have the right to increase the amount of the Condor Fee at any time, in order to compensate Condor for any reasonable increase in the cost and expense to Condor of performing its responsibilities under this Agreement; provided, however, that said Condor Fee shall not increase by more than ten (10%) percent in any twelve month period, and the total Monthly Fee shall not be increased by more than ten (10%) percent in any twelve month period. Notwithstanding the foregoing, Condor shall not increase the amount of the Monthly Fee because of any fine or penalty assessed by any regulatory agency to Condor for any act or omission by Condor for repairs or replacements to the Gravity Sewer that are the result of the negligent or intentional acts or omissions of Condor.

Additionally Condor may increase the WW fee, without markup, and the Monthly Fee by that corresponding amount, whenever such fee is raised by ECU.

If Public Service Commission (PSC) jurisdiction is specifically applied to the gravity sewer in this subdivision, then no increase in the Monthly Fee shall be implemented unless first approved by the PSC.

4. **TIE-IN AGREEMENT.** The parties hereto acknowledge and agree that Poinsett shall have the right, privilege and option, from time to time, until seven (7) years after the full execution of this Agreement, to tie in to the Gravity Sewer system additional properties which it might subsequently acquire and develop, provided (i) the Gravity Sewer system has the capacity to service the property which Poinsett proposes to tie in, (ii) the pump station, treatment plant, and force main have the capacity to service the additional loading, the determination of which will be decided solely by Easley Combined Utilities and (iii) such tie-in has been approved in writing by Condor and ECU. Any property that Poinsett proposes to tie in must be adjacent to the property described on Exhibit A attached hereto or located within a four (4) mile radius of the property described in said Exhibit A. All such property as may be tied in shall be subject to all the terms and conditions of this Agreement, and Poinsett shall be responsible for all costs and fees associated with said tie-in.

5. **MERRITT TIE-IN.** The Premises presently comprising Rose Hill Subdivision were acquired by Poinsett from John W. Merritt, III and Ann A. Merritt ("Merritt"). As consideration for the acquisition of the Premises, Poinsett agrees to allow Merritt the right to tie in 48.73 acres known as Anderson County Tax Map No. 213-00-02-036 [as well as the additional properties consisting of (i) 10.80 acres presently known as Anderson County Tax Map No. 213-00-07-016, (ii) 67.85 acres presently known as Anderson County Tax Map No. 213-00-07-013, (iii) 14.41 acres presently known as Anderson County Tax Map No. 213-00-08-001, (iv) 48.24 acres presently known as Anderson County Tax Map No. 213-00-08-001, (v) 14.74 acres presently known as Anderson County Tax Map No. 188-00-09-012, and (vi) 68.13 acres presently known as Anderson County Tax Map No. 188-00-08-014] to the Gravity Sewer system to be constructed by Poinsett in its development of Rose Hill Subdivision. This Agreement also acknowledges the right of Merritt to tie in to the aforementioned Gravity Sewer system provided such tie-in shall be accomplished (i) subject to all terms and conditions of this Agreement, (ii) the Gravity Sewer system has the capacity to service the property which Merritt proposes to tie in, (iii) the pump station, treatment plant, and force main have the capacity to service the additional loading, the determination of which will be decided solely by Easley Combined Utilities, (iv) such tie-in has been approved in writing by Condor and ECU, (v) all costs and fees associated with said tie-in and the operation, repair, maintenance and replacement of the Merritt line shall be the sole and complete responsibility of Merritt, and (vi) said tie-in shall be located at a point as close as possible to the Merritt property without encroaching upon any buildable lots in Rose Hill Subdivision.

6. **NOTICES.** Any notices which may be permitted or required under the terms and provisions of this Agreement shall be in writing and shall be deemed to have been duly given, except as otherwise provided in this Agreement, as of the date and time same are received by the parties to whom such notices are sent. Such notices shall be deemed received upon hand

delivery or by Federal Express or equivalent courier and evidenced by a notation on the records of that courier that such notices were delivered to the parties at the following addresses or at such other address as a party shall notify the other parties in writing:

- (a) Condor Environmental, LLC  
P.O. Box 10005  
Greenville, SC 29603
- (b) Poinsett Development, LLC  
221 Pelham Road  
Greenville, SC 29615
- (c) Rose Hill Upstate Homeowner's Association, Inc.  
Poinsett Homes, LLC  
221 Pelham Road  
Greenville, SC 29615
- (d) Easley Combined Utilities  
P. O. Box 619  
Easley, SC 29641

7. **TERM.** The term of this Agreement shall commence on the date on which this Agreement shall be executed by all parties hereto and shall continue in full force and effect until such time, if any, as Condor shall have transferred and conveyed the Gravity Sewer to a governmental subdivision of the State of South Carolina which shall have all power and authority necessary to operate and maintain the Gravity Sewer and shall have agreed with Condor.

8. **APPLICATION OF LAWS.** This Agreement is governed by the laws of South Carolina.

9. **AMENDMENTS.** This Agreement and any provision herein contained may be modified or amended only by the express written consent of all of the parties hereto or their successors or assigns.

10. **ASSIGNMENT.** This Agreement and the obligations of Condor may not be assigned to any other party without the express written consent of the Association and ECU, which consent will not be unreasonably withheld.

11. **WAIVER OF DEFAULT.** No waiver of any default by any party hereto will be implied from the failure by any other party to take action with respect to such default. No express waiver of any default will affect any default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any

subsequent similar act or request by any party hereto will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The rights or remedies provided by this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party hereto might otherwise have by virtue of a default under this Agreement. The exercise of any right or remedy by any party hereto will not impair such Party's standing to exercise any other right or remedy.

12. **SEVERABILITY.** If any provision of this Agreement is, to any extent, declared by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect to which the determination of invalidity or unenforceability was made) will not be affected thereby and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

13. **CAPTIONS.** The captions of the sections of this Agreement are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

14. **BINDING EFFECT.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. **ENTIRE AGREEMENT.** This Agreement, along with the Memorandum of Agreement between Easley Combined Utilities and Condor Environmental, LLC signed on June 7, 2005 and the Sanitary Sewer Extension Agreement dated May 13, 2004 between Easley Combined Utilities and Poinsett Development, LLC, constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter, and may be amended only by a writing signed by the parties hereto.

[REST OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

POINSETT DEVELOPMENT, LLC (SEAL)

[Signature]  
Witness

By: [Signature]  
Ronald J. Carr  
Its: Director of Development Operations

[Signature]  
Witness

DATED: OCTOBER 13, 2005

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE ) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Poinsett Development, LLC, by Ronald J. Carr, its Director of Development Operations, sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature] (SEAL)  
Witness

SWORN to me this 13<sup>th</sup> day of  
OCTOBER, 2005

[Signature]  
Notary Public for South Carolina

My Commission Expires August 18, 2009

I hereby certify this to be a true and correct copy of the original.

[Signature]  
Notary Public for South Carolina  
my comm. expires 9/28/09

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

ROSE HILL UPSTATE HOMEOWNER'S  
ASSOCIATION, INC. (SEAL)

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Print Name: TED D SMITH  
Its: MEMBER

DATED: 10/11/05

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON ) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Rose Hill Upstate Homeowner's Association, Inc., by TED D. SMITH, its MEMBER, sign the within Gravity Sewer Agreement and the said corporation, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature] (SEAL)  
Witness

SWORN to me this 11<sup>th</sup> day of  
October 2005.

[Signature]  
Notary Public for South Carolina

My Commission Expires: August 18, 2008

I hereby certify this to be a true  
and correct copy of the original.

Marcella F. Navens  
Notary Public for South Carolina  
My comm. expires 9/28/09

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

CONDOR ENVIRONMENTAL, LLC (SEAL)

[Signature]  
Witness

[Signature]  
Witness

By: Eugene C. McGinn Jr.  
Print Name: Eugene C. McGinn Jr.  
Its: President

DATED: September 30, 2005

STATE OF SOUTH CAROLINA )  
COUNTY OF Greenville ) PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Condor Environmental, LLC, by Eugene C. McGinn Jr., its President, sign the within Gravity Sewer Agreement and the said Company, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature] (SEAL)  
Witness

SWORN to me this 30th day of September, 2005.

[Signature]  
Notary Public for South Carolina

My Commission Expires: May 26th, 2014

I hereby certify this to be a true and correct copy of the original.

Marella F. Havana  
Notary Public for South Carolina  
my comm expires 9/28/09

IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

EASLEY COMBINED UTILITIES (SEAL)

[Signature]  
Witness

By:

Print Name:

Its:

Joe D. Ledbetter  
JOEL D. LEDBETTER

GENERAL MANAGER

James M. Robinson  
Witness

DATED: Nov. 29, 2005

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

PROBATE

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named Easley Combined Utilities, by Joel D. Ledbetter, its General Manager, sign the within Gravity Sewer Agreement and the said Utility, by said officer, seal said Agreement, and as its act and deed, deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

[Signature] (SEAL)  
Witness

SWORN to me this 29<sup>th</sup> day of  
November, 2005.

I hereby certify this to be a true  
and correct copy of the original.

James M. Robinson  
Notary Public for South Carolina

My Commission Expires: 9-5-09

Marshall F. Navens  
Notary Public for South Carolina

my comm. expires 9/28/09



IN WITNESS WHEREOF, the parties hereto each of who being duly authorized have set their hands and seals on the day and year first above written.

James M. Robinson  
Witness

John B. Under  
Witness

John W. Merritt, III  
John W. Merritt, III

Ann A. Merritt  
Ann A. Merritt

DATED: 11-28-05

STATE OF SOUTH CAROLINA    )  
  )    PROBATE  
COUNTY OF ANDERSON        )

PERSONALLY appeared before me the undersigned witness, who, on oath, says that (s)he saw the within-named John W. Merritt, III and Ann A. Merritt sign the within Gravity Sewer Agreement and as their act and deed, deliver the same, and that (s)he with the other witness subscribed above witnessed the execution thereof.

John B. Under (SEAL)  
Witness

SWORN to me this 28<sup>th</sup> day of  
November, 2005.

James M. Robinson  
Notary Public for South Carolina  
My Commission Expires: 9-5-11

I hereby certify this to be a true  
and correct copy of the original.

Marcelle T. Navana  
Notary Public for South Carolina  
my comm expires 9/28/09

CONSENT AND JOINDER OF MORTGAGEE

Bank of America, N.A., the owner and holder of a certain encumbrance, to wit. that certain Mortgage encumbering the property described in the foregoing dedication and conveyance, which mortgage is recorded in Mortgage Book 6159 at Page 120 in the Office of the Anderson County, South Carolina Register of Deeds, does hereby join in the grant of the attached dedication and conveyance for the purpose of consenting to the same, thereby agreeing to hereafter honor and recognize the same in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by a duly authorized officer of the Corporation and the seal of the Corporation to be affixed hereto this 2nd day of December, 2005.

IN THE PRESENCE OF:

Bank of America, N.A. (SEAL)

Sharon L. King  
Print Name: Sharon L. King

By: L. Gary Gilliam  
Its: L. Gary Gilliam  
Senior Vice President

Marcella F. Havens  
Print Name: MARCELLA F. HAVENS

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

ACKNOWLEDGMENT

Before me personally appeared L. Gary Gilliam, to me known, who, being by me duly sworn, did depose and say that he is the Senior Vice President of Bank of America, N.A., and acknowledged to and before me that (s)he executed such instrument in his capacity with said Bank, and that the seal affixed to the foregoing instrument is the Corporate Seal of said Bank and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said Bank.

WITNESS my hand and official seal this 2nd day of December, 2005.

Marcella F. Havens  
Notary Public for State of South Carolina  
My Commission Expires: 9/28/09

I hereby certify this to be a true  
and correct copy of the original.

Marcella F. Havens  
Notary Public for South Carolina  
My commission expires 9/28/09

[AFFIX NOTARY SEAL/STAMP HERE]

**EXHIBIT A**

ALL that certain piece, parcel or lot of land containing 91.461 acres, more or less, with all improvements thereon, if any, situate, lying and being on the eastern side of Mt. Airy Church Road and the southeastern side of Three Bridges Road in the County of Anderson, State of South Carolina, being shown and designated as Phase I on plat of survey for Poinsett Development, LLC, Rose Hill Subdivision, Phase I and Phase II, dated May 11, 2004, prepared by Wooten Surveying Co., recorded in the Office of the Anderson County Register of Deeds in Plat Slide 1453, Pages 9 and 10, and reference to which plat is hereby craved for a complete metes and bounds description.

SUBJECT, HOWEVER, to that certain easement in favor of John W. Merritt, III and Ann A. Merritt, their heirs and assigns, being fifty (50) feet in width for purposes of ingress and egress and for the installation, operation and maintenance of utilities from Three Bridges Road to that portion of Phase II containing 10.801 acres, which easement shall be nonexclusive and is set forth on the aforementioned plat, reference to which is hereby craved for a complete metes and bounds description. AND FURTHER SUBJECT TO an easement in favor of John W. Merritt, III and Ann A. Merritt, their heirs and assigns, for ingress and egress and the installation, operation and maintenance of utilities over and across the proposed subdivision roads for Rose Hill Subdivision, Phases I and II, as shown on plat of Survey for Poinsett Development, LLC, Rose Hill Subdivision, Phase I and Phase II, dated April 5, 2004, prepared by Wooten Surveying Co., reference to which is hereby craved for a more complete description. The easements set forth herein shall terminate at such time as Poinsett Development, LLC acquires record title to Phase II of Rose Hill Subdivision as set forth on the aforementioned recorded plat.

DERIVATION: Deed of John W. Merritt, III and Ann A. Merritt recorded May 14, 2004 in Deed Book 6159 at Page 116.

TAX MAP NO.: 213-00-07-008 (Portion), 009 (Portion), and 013 (Portion)



**EASLEY COMBINED UTILITIES**

*A Community Tradition*

**RECEIVED**

MAY 11 2005

WATER FACILITIES  
PERMITTING DIVISION

October 4, 2004

Re: Rose Hill S/D Ph I  
Easley, SC  
Sanitary Sewer

To Whom It May Concern:

Easley Combined Utilities has agreed to accept and treat 45,300 g.p.d. for 151 residential lots at the above referenced location. We will own and be responsible for the operation and maintenance of the duplex pump station and the force main.

If you have any questions, please give me a call at 859-4013.

Sincerely,

Bobby Tinsley  
Operations Manager

BT:grl

Exhibit E

060025881 8/04/2006 Bk: 07514 Pg: 00015

STATE OF SOUTH CAROLINA        )  
  )       DEDICATION AND CONVEYANCE OF  
COUNTY OF ANDERSON                )       SANITARY SEWER LINE AND EASEMENT

WHEREAS, on December 7, 2005 a Gravity Sewer Agreement by and among Poinsett Development, LLC, Rose Hill Upstate Homeowners Association, Inc., Condor Environmental, LLC, Easley Combined Utilities and John W. Merritt, III and Ann A. Merritt was recorded in the Office of the Anderson County Register of Deeds in Book 7088 at Page 120; and

WHEREAS, said Agreement addressed certain issues involving the construction, use and maintenance of sanitary sewer lines and related appurtenances servicing Rose Hill Subdivision; and

WHEREAS, Poinsett Development, LLC, as developer of Rose Hill Subdivision, is now prepared to dedicate and convey said sanitary sewer facilities to the appropriate entities,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that **Poinsett Development, LLC**, a South Carolina limited liability company (Grantor), in consideration of One (\$1.00) Dollar to the Grantor paid in hand at and before the sealing of these presents by Condor Environmental, LLC, a South Carolina limited liability company (Grantee), the receipt of which is hereby acknowledged, has granted, bargained, sold, released, dedicated and conveyed, and by these presents does grant, bargain, sell, release, dedicate and convey unto **Condor Environmental, LLC**, its successors and assigns:

Those certain sanitary sewer lines, manholes, valves, adjuncts and appurtenances (excluding the Pump Station and Force Main) installed and located in, under or along the property of Grantor in Rose Hill Subdivision, Phase I, being more particularly shown and described on an As-Built drawing of said lines prepared by Reichert Consultants, Inc. dated July 2, 2004, last revised March 22, 2006, on file with the Grantee, which are by reference made a part of this description; together with and including an easement 12-1/2 feet in width on either side of said sanitary sewer lines for purposes of the operation, maintenance, repair, replacement or relocation of such lines and appurtenances.

The above described property is all or a portion of that conveyed to Grantor herein by Deed of John W. Merritt, III and Ann A. Merritt recorded May 14, 2004 in the Office of the Register of Deeds for Anderson County, South Carolina, in Deed Book 6159 at Page 116.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining, including, without limitation, the right of ingress and egress to the above easement over and through lands of Grantor; to have and to hold all and singular the premises before mentioned unto the Grantee, and the Grantee's successors and assigns, forever, subject to the reservations, terms and provisions hereof.

GRANTOR WARRANTS AND REPRESENTS that, except as set forth herein on Exhibit A, the property and the rights and easements herein conveyed are not subject to any mortgage, judgment or lien other than for property taxes which are not yet past due, nor to any encumbrance which would interfere with Grantee's ability to operate, maintain, repair, replace, relocate or otherwise own and utilize the lines and system described above. And, the Grantor does hereby bind itself and its successors to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and against the Grantor and the Grantor's successors and against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF the undersigned Grantor has caused this document to be executed by its duly authorized representative and the company seal to be affixed hereto this 26<sup>th</sup> day of June, 2006.

SIGNED, sealed and delivered  
in the presence of:

Phyllis Bourke  
Phyllis Bourke

POINSETT DEVELOPMENT, LLC,  
a South Carolina limited liability company (SEAL)

By: Ronald J. Carr  
Ronald J. Carr  
Its: Director of Development Operations

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named Poinsett Development, LLC, a South Carolina limited liability company (Grantor), by its authorized officer, sign, seal, and as the Grantor's act and deed, deliver the within written Dedication and Conveyance and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

SWORN to before me this 26<sup>th</sup>  
day of June, 2006.

Phyllis Bourke  
WITNESS

S. Amy Wall (LS)  
Notary Public for South Carolina  
My Commission expires: 4/21/2009

IN WITNESS WHEREOF, the undersigned company has consented to this Dedication and Conveyance by having its duly authorized representative execute this Consent and affix the Seal of the company hereto this 25 day of June, 2006.

SIGNED, sealed and delivered  
in the presence of:

EASLEY COMBINED UTILITIES (SEAL)

Leidi Leahy  
Leidi Leahy

By: Joel D. Ledbetter  
Joel D. Ledbetter  
Its: General Manager

STATE OF SOUTH CAROLINA )  
COUNTY OF PICKENS )

PROBATE

Personally appeared the undersigned witness, who, on oath, says that (s)he saw the within named Easley Combined Utilities, Inc. by Joel D. Ledbetter, its General Manager, sign the above Consent to the attached Dedication and Conveyance, and, as its act and deed, deliver the same, and that (s)he with the other witness subscribed above, witnessed the execution thereof

SWORN to before me this 25  
day of June, 2006.

Leidi Leahy  
WITNESS

Leidi Leahy  
Notary Public for South Carolina  
My Commission expires:

9-30-09

EXHIBIT A

CONSENT AND JOINDER OF MORTGAGEE

The Peoples National Bank, the owner and holder of a certain encumbrance, to wit: that certain Mortgage encumbering the property described in the foregoing dedication and conveyance, which mortgage is recorded in Mortgage Book 7120 at Page 268 in the Office of the Charleston County, South Carolina Register of Deeds, does hereby join in the grant of the attached dedication and conveyance for the purpose of consenting to the same, thereby agreeing to hereafter honor and recognize the same in accordance with its terms.

IN WITNESS WHEREOF, the undersigned has caused this Consent and Joinder to be executed by a duly authorized officer of the Corporation and the seal of the Corporation to be affixed hereto this 27<sup>th</sup> day of June, 2006.

IN THE PRESENCE OF:

THE PEOPLES NATIONAL BANK (SEAL)

S. Gray Walsh

By: C. Michael Cornish

Print Name: S. GRAY WALSH

Print Name: C. MICHAEL CORNISH

Phyllis Bowles

Its: V. P.

Print Name: Phyllis Bowles

STATE OF SOUTH CAROLINA )  
COUNTY OF ANDERSON )

PROBATE

Personally appeared the undersigned witness and made oath that (s)he saw the within named corporate mortgagee by its duly authorized officer, sign, seal, and as its act and deed deliver the within written Consent and Joinder of Mortgagee and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

S. Gray Walsh  
Signature of Witness

SWORN to before me this  
27<sup>th</sup> day of June, 2006

Donna Gibson  
Notary Public for State of South Carolina  
My Commission Expires: 7-31-10

[AFFIX NOTARY SEAL/STAMP HERE]

060025881 8/04/2006 02:19:51 PM  
FILED, RECORDED, INDEXED  
Bk: 07514 Pg: 00015 Pages: 004  
Rec Fee: 10.00 St Fee:  
Co Fee:  
REGISTER OF DEEDS, ANDERSON CO, SC  
Shirley McElhannon



SCHEDULE OF RATES AND CHARGES

ROSE HILL

1. Monthly Charges

\$30 per house connected to the gravity sewer system

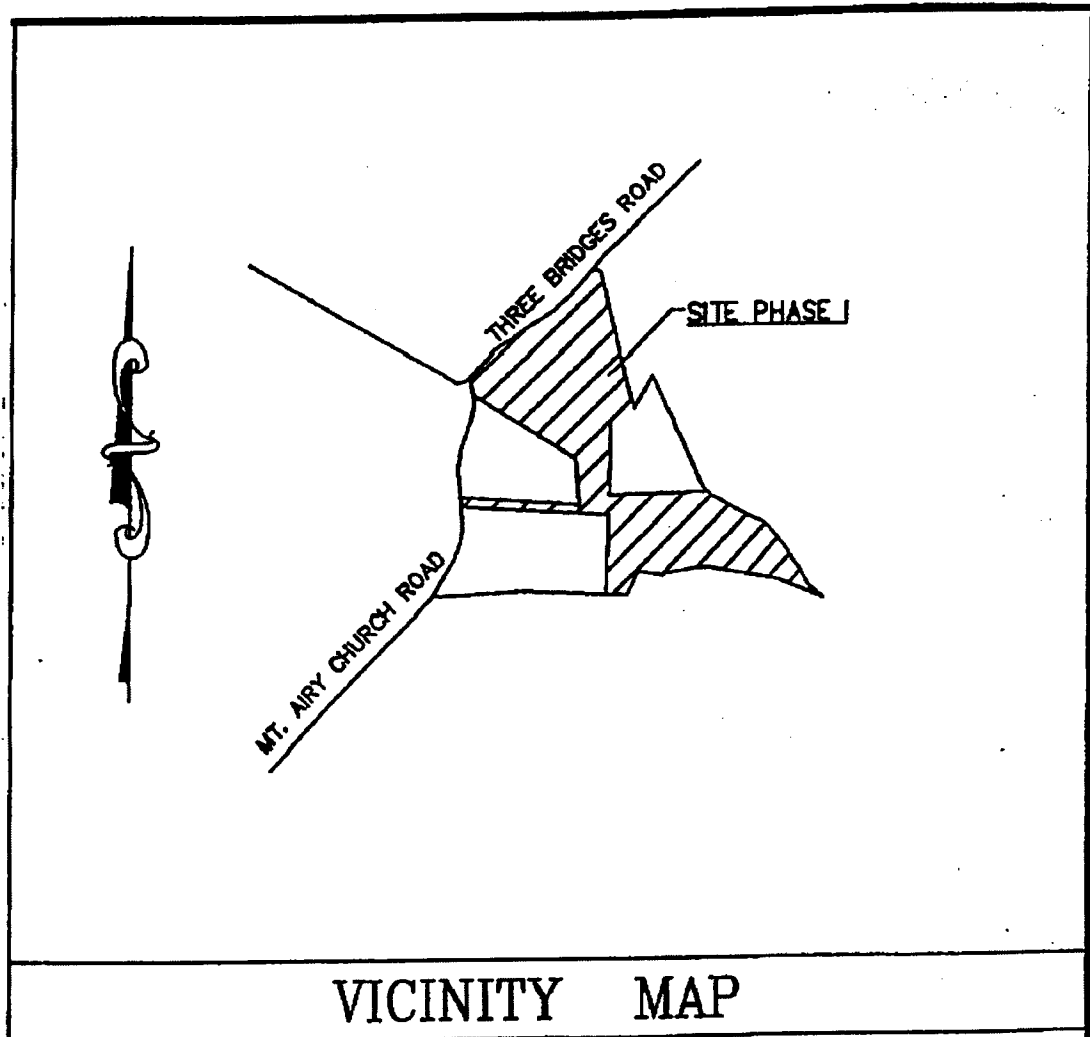
2. Nonrecurring Charges

A. Sewer Tap Inspection Fee for New Connections

\$250.00

3. Late Payment Charge

10% of the Monthly Charge







**Reichert Consultants, Inc.**

870 Cleveland Street, Unit 1B  
 Greenville, South Carolina 29601  
 Phone: (864) 271-8633  
 Fax: (864) 271-3299

Job Name Rosehill S/D  
 RCI Job No. 04013 Sheet      of       
 Completed By      Date       
 Checked By     

**RECEIVED**

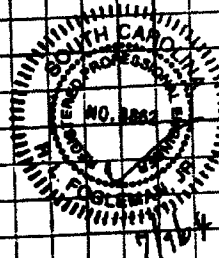
MAY 17 2006  
 WATER FACILITIES  
 PERMITTING DIVISION

Rosehill S/DDesign Calculations(I) Flow Rate:

$$\begin{aligned}
 &15 \text{ lots} \times 300 \text{ gal/lot} = 4500 \text{ gpd} \\
 &\text{Arterial, Main} = \\
 &\text{Pool / Kitchen} \quad 50 \text{ gpm} \times 60 \text{ min} = 3000 \text{ gpd} \\
 &\text{TOTAL} \quad 4500 \text{ gpd} + 3000 \text{ gpd} = 7500 \text{ gpd}
 \end{aligned}$$

Gravity Lines:

8" line @ 0.5% slope is adequate  
 for portion of line where future flow  
 may increase - EASE, requires 12" line  
 to Pump Station.



# Reichert Consultants, Inc.

870 Cleveland Street, Unit 1B  
Greenville, South Carolina 29601  
Phone: (864) 271-8633  
Fax: (864) 271-3299  
rcicivil@bellsouth.net

Job Name Rose Hill SIA

RCI Job No. 04013 Sheet 1 of 5

Completed By LWF Date 3/11/04

Checked By \_\_\_\_\_ Date \_\_\_\_\_

Initial Design  
(I) Size P.S. for entire SIO & upstream site:

(1) Rose Hill	209 units
(2) Upstream site (by others)	± 200 units
	<u>409 units</u>

$Q = 409 \text{ units} \times 300 \text{ gal/d} = 122,700 \text{ gal/d}$   
use 3.0 peak factor

$122,700 \times 3.0 = 368,100 \text{ gal/d} = 305 \text{ gpm}$

8" FM is req'd to allow for future demand  
@ this P.S. Thus a minimum Q of 320 gpm  
is req'd for vel = 2.0 fps.

(II) Check FM size (P.S. upgrade to ± 420 gpm is possible)  
Size Flow velocity

6"	305 gpm	3.4 fps	
6"	320 gpm	2.0 fps	OK
6"	420 gpm	2.7 fps	OK

use 6" FM

At Time of upgrade to ± 420 gpm use I.F. = 2.5  
thus # of units served = ± 900 units

Ⓢ Eassey Combined Utility has approval for 300 gal/hour in this basin.

II. Size we have based upon future Q of 420 gpm

$$Q = 420 \text{ gpm}$$

$$PF = 2.5$$

$$S = 167 \text{ gpm}$$

$$T = 12$$

$$T = \frac{K}{Q-S} + \frac{V}{S}$$

$$12 = \frac{K}{253} + \frac{K}{167}$$

$$12 = \frac{1177253}{4201}$$

$$50712 = 420 V$$

$$V = 1207 \text{ gals}$$

$$\text{Depth} = 3.3 \text{ m}$$

# Reichert Consultants, Inc.

870 Cleveland Street, Unit 1B  
Greenville, South Carolina 29601  
Phone: (864) 271-8633  
Fax: (864) 271-3299  
rcicivil@bellsouth.net

Job Name \_\_\_\_\_

RCI Job No. 04013

Sheet 3 of 5

Completed By RWF

Date 3/11/04

Checked By \_\_\_\_\_

Date \_\_\_\_\_

e 320 gpm

e C = 120

IV Determine TCH (High pt in FM = 955.0)

(I) Static Head: (955.0 - 785.7)

169.3

(II) Friction: (use 6" Disch & 2" FM) (4" pipe)

TOTM FM length = 13274

6" pipe (2125' x 17) 30.25'  
CV - (1) 31'  
CV - (1) 3.2'  
TEE (50) (1) 31.0'  
90° bend (3) 3 x 15.3 45.9  
TEE (standard) (1) 10.2

169.55 x 1.49 / 100 x .71

1.75'

Pipe (13274 - 2024) = 10,450 (13274 - 2024)  
[2024' alt as given] x

rise bands (30) x 9.9 = 180'

10,430 x 1.49 / 100 x .71

27.49

TCH<sub>2</sub>  
C = 120

19854'

gravity flow - no friction

7400 - 1400 } 2024 LF  
+ 19450 - 13274



# Reichert Consultants, Inc.

870 Cleveland Street, Unit 1B  
Greenville, South Carolina 29601  
Phone: (864) 271-8633  
Fax: (864) 271-3299  
reichert@bellsouth.net

Job Name \_\_\_\_\_

RCI Job No. 04013

Sheet 4 of 5

Completed By HW

Date 3/11/04

Checked By \_\_\_\_\_

Date \_\_\_\_\_

Flow Flood Level = 200.66

bed = 200.75

PM - 4  
204.0

High = 790.0  
T.H. = 790.5

Log OH = 789.5

Pump OH = 789.0

3.3'

Pump off = 785.7

16.5'

OP well

bottom 784.3

# Reichert Consultants, Inc.

870 Cleveland Street, Unit 1B  
Greenville, South Carolina 29601  
Phone: (864) 271-8633  
Fax: (864) 271-3299  
rcicivil@bellsouth.net

Job Name \_\_\_\_\_

RCI Job No. 04013

Sheet 5 of 5

Completed By RLF

Date 3/11/04

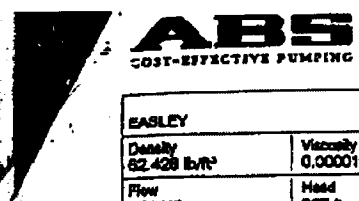
Checked By \_\_\_\_\_

Date \_\_\_\_\_

Draw System Curve: C=120				
GPM	200	400	600	800
Static	169.3	169.3	169.3	169.3
6" Disch. (167.55') x 100 L.F.	2.23	2.64	5.59	10.65'
6" Line 10,630' x 100 L.F.	11.46'	41.39	87.61	196.77
T.D.H.	181.51	213.33	262.5	326.74

Justify design based upon C=120

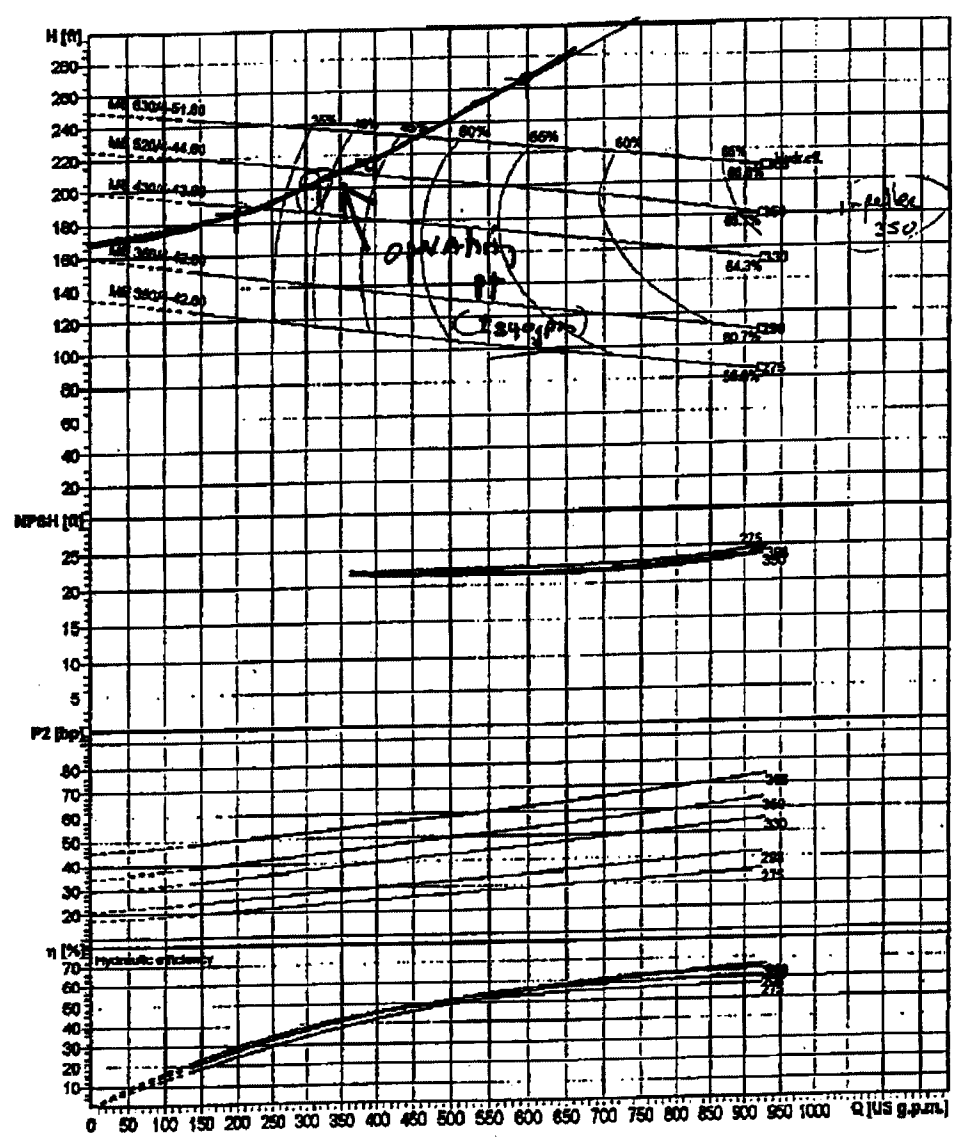
@ Future unknown date  
Considered utility will  
abandon this PS and  
install large regional P.S.  
For pumps should  
operate @ C=120 or better  
than new water line



Pump performance curves  
AFP 1001 60 HZ

Curve number  
Reference curve  
AFP 1001

EASLEY		Discharge DN100		Frequency 60 Hz
Density 62.428 lb/ft <sup>3</sup>	Viscosity 0.000016813 ft <sup>2</sup> /s	Test room Hydraulic Institute		Rated speed 1770 rpm
Flow 554 US g.p.m.	Head 227 ft	Rated power 80.6 hp		Date 2004-04-15
		Hydraulic efficiency 52.4 %		NPSH 22.4 ft



Impeller size 14.5 inch	N° of vanes 2	Impeller 2-vane channel impeller	Shaft size 3 1/8"	Revision 2004-01-13
----------------------------	------------------	-------------------------------------	----------------------	------------------------

ABS reserves the right to change any data and dimensions without prior notice and can not be held responsible for the use of information contained in this software. ABS 1.7 1/2004-01-30

most conditions @ C-120 {representing η = 0.344}

use for initial condition: 320 g.p.m @ 199' = 70 HP

# Wastewater Construction Permit Bureau of Water



PROJECT NAME: ROSE HILL PHASE I	COUNTY: ANDERSON
LOCATION: MT AIRY CHURCH RD @ THREE BRIDGES RD	

**\* REVISED: 10/26/2005**

**PERMISSION IS HEREBY GRANTED TO:** POINSETT DEVELOPMENT  
PO BOX 27109  
GREENVILLE SC 29616-2109

for the construction of a sanitary sewer system in accordance with the construction plans, specifications, design calculations and the Construction Permit Application signed by R. L. Fogleman, Registered Professional Engineer, S.C. Registration Number: 8862.

**PROJECT DESCRIPTION:** Approximately 7425 LF of 8" gravity sewer, 3629 LF of 12" gravity sewer, 66 manholes, one duplex pump station and 13006 LF of 8" force main to serve 139 residential lots.

**TREATMENT FACILITY:** The wastewater will be discharged to the EASLEY/MIDDLE BRANCH WWTP (NPDES permit SC0039853) at a design flow rate of 41700 gallons per day (GPD).

## STANDARD CONDITION:

In accepting this permit, the owner agrees to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection. This is a permit for construction only and does not constitute DHEC approval, temporary or otherwise, to place the system in operation. An Approval to Place in Operation is required and can be obtained following the completion of construction by contacting the ANDERSON EQC OFFICE at 864-260-5569. Additional permits may be required prior to construction (e.g., Stormwater).

## SPECIAL CONDITIONS:

1. This construction permit is being issued based on the technical review being provided by the EASLEY COMBINED UTILITY SYSTEM under the Delegated Review Program. An approval to place in operation will not be granted if there are certain deficiencies that are noted regarding the requirements of R.61-67.
2. The Gravity Sewer Agreement must be signed by all parties before an approval to place in operation is granted.

PERMIT NUMBER:	31334-WW
ISSUANCE DATE:	July 08, 2005
EXPIRATION	July 08, 2007 (to begin construction)
DATES:	July 08, 2006 (to obtain Approval to Place in Operation)

*Jeff P. deBessonet*  
Jeffrey P. deBessonet, P.E., Director  
Water Facilities Permitting Division

NL (DRP)

**\* This permit has been revised to reflect design changes to the project.**

*ww-1327-04*

☒ Wastewater Facilities    ☐ Water & Wastewater Facilities

II. Project Location (street names, etc.): Mt. Airy Church Road at Three Bridges Road 507 2005

Wastewater System: 7,425 LF of 8" and 3,629 LF of 12" gravity sewer, 66 manholes, 1 duplex pump station, 13,066 LF of 8" force main, and appurtenances to serve 139 residential lots.

Project Type (A-Z): Water:      Wastewater:   B   (See instructions for the appropriate project code)

**VI. Entity Responsible for Final Operation & Maintenance of System:**

VII. Engineering Firm: Name: Fant, Reichert & Fogleman Address: 725 Lowndes Hill Road  
City: GREENVILLE State: SC Zip: 29607 Phone #: (864) 271-8633 Fax #: (864) 271-3299

VIII. Is this project: A) Part of a phased project? No ☐ Yes ☒ If Yes, Phase 1 of 11

B) A revision to a previously permitted project? No ☒ Yes ☐ If Yes, Permit # 31,334 WV

Date Approved: 7/8/05 Project name (if different): \_\_\_\_\_

C) Submitted based on a Schedule of Compliance or Order issued by DHEC? No ☒ Yes ☐ Order # \_\_\_\_\_

D) Anticipating funding by the State Revolving Fund (SRF)? No ☒ Yes ☐.

E) Crossing a water body? (e.g., river, creek) No ☒ Yes ☐. If Yes, Name of water body \_\_\_\_\_

IX. Are Standard Specifications approved by DHEC being used on this project? No ☐ Yes ☒ If Yes:

Water: \_\_\_\_\_ Date Approved: \_\_\_\_\_ Approved for whom: \_\_\_\_\_

Wastewater: Date Approved: 02-26-91 Approved for whom: REICHERT CONSULTANTS, INC.

X Wastewater Systems: A) Type: Domestic ☒ Process (Industrial) ☐ Combined (Domestic & Process) ☐

B) Total average design flow of the project not to exceed 451,700 GPD

C) Sewers or Pretreatment 1. Name of facility (e.g., POTW) treating the wastewater: Middle Branch WTP

2. NPDES/ND Number of facility in Item #1: 0039853

**Treatment Systems**      3. Date Preliminary Engineering Report (PER) approved: \_\_\_\_\_

4. NPDES/ND application submitted? No ☐ Yes ☐. If Yes, Date \_\_\_\_\_

**5. Effluent Disposal Site (Description):** \_\_\_\_\_

6. Sludge Disposal Site (Description):

XI. Water Systems: Project located within city limits? No ☐ Yes ☐.

Public water system providing water (Name &amp; System ID No.): \_\_\_\_\_ No.: \_\_\_\_\_

New water system (including master meter)? No ☐ Yes ☐. If Yes, System name: \_\_\_\_\_

**XII. Type of Submittal: Complete Section A (Standard) or Section B (Delegated Review Program - DRP).**

**A) Standard Submittal must include the following, where applicable:**

- ☐ 1. A transmittal letter outlining the submittal package.
- ☐ 2. The original construction permit application, properly completed, with three (3) copies.
- ☐ 3. Three (3) sets of signed and sealed plans and specifications. Specifications may be omitted if approved standard specifications are on file with DHEC.
- ☐ 4. One (1) additional overall plan sheet showing the proposed and existing (only in the area of proposed construction) water and wastewater lines (highlighted for identification) and their sizes.
- ☐ 5. Three (3) sets of the appropriate design calculations. **WASTEWATER:** Design flow (based on R.61-67, Appendix A), pump station calc's. and pump curve. **WATER:** Recent flow test from a location near the tie-on site, design calc's. indicating pressure maintained in the distribution system during max. instantaneous demand, fire flow and flushing velocities achieved. Number/types of service connections, well record form, pumping test results, etc.
- ☐ 6. Three (3) copies of a detailed 8 1/2" x 11" location map, separate from the plans.
- ☐ 7. Three (3) copies of construction easements unless the project owner has the right of eminent domain.
- ☐ 8. A letter(s) from the entity supplying water and/or providing wastewater treatment stating their willingness and ability to serve the project, including pretreatment permits, if applicable. The letter should include the specific flow and, when applicable, the specific number of lots being served.
- ☐ 9. A letter(s) from the entity agreeing to be responsible for the O&M of the water and/or wastewater system.
- ☐ 10. Application fee enclosed \$\_\_\_\_\_. (Refer to Instructions).
- ☐ 11. **WATER SYSTEMS:** a) A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.  
b) For wells, four (4) copies of a wellhead protection area inventory.  
c) For new wells, a viability demonstration is required in accordance with Regulation 61-58.1.B.(4).

**Note:** Other approvals may include 208 and OCRM certification, and navigable waterway permitting.

**B) DRP submittal (treatment plants are not covered) must include the following, where applicable:**

- ☒ 1. A transmittal letter, signed by the professional engineer representing the DRP entity, noting this is a DRP submittal. The letter should state that the project has been reviewed and complies with R.61-58 and/or R.61-67.
- ☒ 2. The original construction permit application, properly completed, with two (2) copies.
- ☒ 3. Two (2) sets of the signed and sealed plans.
- ☒ 4. One (1) additional plan sheet with water and wastewater lines highlighted, as required under Sec. XIIA.4. above.
- ☒ 5. Two (2) sets of the appropriate design calculations. **WASTEWATER:** Same information as required under Section XIIA.5. above. **WATER:** Same information as required under Section XIIA.5. above.
- ☒ 6. Two (2) copies of a detailed 8 1/2" x 11" location map, separate from the plans.
- ☐ 7. Two (2) copies of construction easements, unless the project owner has the right of eminent domain.
- ☐ 8. DHEC's Ocean and Coastal Resource Management certification (for projects in applicable counties).
- ☐ 9. DHEC's Water Quality permit or conditions for placement in navigable waters, and other Agency approvals.
- ☒ 10. **WASTEWATER SYSTEMS:** a) A letter of acceptance from the entity providing the treatment of the wastewater that includes the specific flow and, when applicable, the specific number of lots being accepted.  
b) A letter from the organization agreeing to be responsible for the O&M of the sewer system.  
c) The 208 Plan certification from the appropriate Council of Governments (designated 208 areas), or from DHEC on the non-designated 208 areas.
- ☐ 11. **WATER SYSTEMS:** A letter from the local government which has potable water planning authority over the area, if applicable, in which the project is located, stating project consistency with water supply service plan for area.
- ☒ 12. Fee of \$75 for water and \$75 for sewer (\$150 if combined).

**Note:** The DRP entity should ensure that a copy of the final approved plans are returned to the design engineer.

**XIII. Construction plans, material and construction specifications, the engineering report including supporting design data and calculations are herewith submitted and made a part of this application. I have placed my signature and seal on the engineering documents submitted, signifying that I accept responsibility for the design of this system, and that I have submitted a complete administrative package.**

Engineer's Name (Printed): R. L. Fogleman, Jr. Signature: [Signature]

S.C. Registration Number: 8862 Registered Professional Engineer

**XIV. Prior to final approval, I will submit a statement certifying that construction is complete and in accordance with the approved plans and specifications, to the best of my knowledge, information and belief. This certification will be based upon periodic observations of construction and a final inspection for design compliance by me or a representative of this office who is under my supervision.**

Engineer's Name (Printed): R. L. Fogleman, Jr. Signature: [Signature]

S.C. Registration Number: 8862 Registered Professional Engineer

**XV. I hereby make application for a permit to construct the project as described above. I have read this application and agree to the requirements and conditions and agree to the admission of properly authorized persons at all reasonable hours for the purpose of sampling and inspection.**

Owner's Name (Printed): Ron Carr Signature: [Signature]

Owner's Title: Land Manager Date: 09/21/05

Exhibit J

STATEMENT OF TOTAL PLANT INVESTMENT	
Asset Description	Cost Basis
Manhole Covers	\$9,000
<b>TOTAL PLANT INVESTMENT</b>	<b>\$9,000</b>

Exhibit K

Depreciation Schedule			
Description of Property	Original Cost	Life/Method	Annual Depreciation
Manhole Covers	\$9,000	10 years S/L	\$230
<b>TOTALS</b>	<b>\$9,000</b>		<b>\$230</b>



Exhibit L

	PROFORMA	INCOME &	EXPENSE	STATEMENT	
	Per Books Total Operations	Pro Forma And Accounting Adjustments	After Adjustments	Added Rates	Total of All Rates
REVENUES					
Services	\$24,366.72	\$0	\$24,366.72	\$54,360.00	\$78,726.72
Tap Fees				\$37,750.00	\$37,750
Miscellaneous	\$75,000.00	(\$75,000.00)	\$0	\$0	\$0
Total Revenues	\$99,366.72	(\$75,000.00)	\$24,366.72	\$92,110.00	\$116,476.72
EXPENSES					
Salaries, Wages, Benefits	\$3,300	\$0	\$3,300	\$9,673	\$12,973
Utilities	\$2,600	\$0	\$2,600	\$36,240	\$38,840.00
Tap-on Expenses				\$21,140	\$21,140
Repairs & Maintenance				\$2,755.76	\$2,755.76
Insurance	\$1,400	\$0	\$1,400	\$1,100	\$2,500
Rent Expenses	\$6,000	\$0	\$6,000	\$0	\$6,000
Taxes - other than Income	\$113	\$0	\$113	\$0	\$113.00
Office & Related Expenses	\$1,750	\$0	\$1,750	\$676	\$2,426.00
Depreciation	\$4,761	\$0	\$4,761	\$230	\$4,991
Miscellaneous	\$2,100	\$0	\$2,100	\$474	\$2,574.00
Rate Case				\$223	\$223
Income Taxes				\$4,760	\$4,760
PSC Utility Assessment				\$460	\$460
TOTAL EXPENSES	\$22,024	\$0	\$22,024	\$77,732.76	\$99,756.76
OPERATING INCOME (LOSSES)	\$77,343	(\$75,000.00)	\$2,342.72	\$14,377.24	\$16,719.96
OPERATING MARGIN (LOSSES)	77.84%		9.61%	15.61%	14.35%

Accounting adjustment as for a payout resulting from the partnership disbanding as referenced on  
Page 3 of the Application

Exhibit M

**FRF** FANT  
REICHERT &  
FOGLEMAN, INC.

725 LOWNDES HILL ROAD  
GREENVILLE · SOUTH CAROLINA · 29607  
PHONE 864 · 271 · 8633 · FAX 864 · 271 · 3299

June 6, 2006

Mr. Swain Still  
SC DHEC – Anderson  
2404 N. Main Street  
Anderson, SC 29621

Re: Rose Hill Subdivision  
Project #04013  
SC DHEC Permit #31334-WW

Dear Mr. Still:

Fant, Reichert & Fogleman, Inc. certifies that we have tested the above referenced sewer lines and pump stations. All lines and pump stations meet the plans and specifications to the best of our knowledge, information, and belief. We have enclosed for your use one (1) copy of the SC DHEC Construction Permit and one (1) copy of the pump station draw down test results.

We request a final inspection in order to obtain a partial Permit to Operate for Phase I of this project. I have also enclosed a print of the Cover Sheet showing the location of Phase I. Phase I includes lines A, G, E, F J (manholes #2 - #5), K, and H.

Final acceptance letters from Condor Environmental and Easley Combined Utilities will follow under separate cover. If you have any questions or need any more information, please give me a call.

Sincerely,



R.L. Fogleman, Jr., P.E.

FANT, REICHERT & FOGLEMAN, INC.

RLF/alg

**Enclosures**

cc: Poinsett Development – Ron Carr  
Project File

JEB \_\_\_\_\_  
EC \_\_\_\_\_  
CE \_\_\_\_\_  
JG \_\_\_\_\_  
SD \_\_\_\_\_  
VJ \_\_\_\_\_  
\_\_\_\_\_ POOL \_\_\_\_\_

RECEIVED  
JUN 14 2006  
Region 1 EQC  
Anderson



C. Earl Hunter, Commissioner

*Promoting and protecting the health of the public and the environment.*

**APPROVAL TO PLACE INTO OPERATION**

**ISSUED TO:** POINSETT DEVELOPMENT LLC  
PO BOX 27109  
GREENVILLE SC 29616-2109

Archived  
7-28-06  
Box 06-2B  
AL

for the operation of a wastewater treatment/collection system permitted under construction permit 31334-WW, dated July 28, 2006, as described below

**PROJECT NAME:** ROSE HILL PHASE I

**COUNTY:** Anderson


**PROJECT DESCRIPTION:** 2893 LF of 8" gravity sewer, 1509 LF of 12" gravity sewer, 53 manholes, 13274 LF of 8" force main, and one duplex pump station to serve 151 residential lots.

**PERMITTED FLOW:** 41700 gallons per day

**WWTP:** EASLEY/MIDDLE BRANCH WWTP (SC0039853)

**SPECIAL CONDITIONS:**

This approval is based on the Engineer's letter of certification signed by R. Fogleman Jr., P.E., South Carolina Registration No. 8862.

  
\_\_\_\_\_  
Paul Wilkie Jr, E.I.T., District Engineer  
Environmental Quality Control  
Anderson EQC Office

**Date Issued:** July 28, 2006

**cc:** Bureau of Water Permitting File  
Local Environmental Health Office  
Chip Fogleman, P.E.

**SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL**  
Region 1

Serving Abbeville, Anderson, Edgefield, Greenwood, Laurens, McCormick, Oconee and Saluda Counties  
Anderson EQC Office • 2404 N MAIN ST • ANDERSON SC 29621 • Phone: 864-260-5569 •  
[www.scdhec.gov](http://www.scdhec.gov)

**Exhibit O****Condor Environmental.**

PO BOX 462  
GREER SC 29652

**Invoice**

Date	Invoice #
6/28/2012	270

Bill To
Rose Hill Upstate Homeowner's Association Attn: Jennifer Frodl 400 Regent Park Ct., Suite 100 Greenville, SC 29607

Terms
Net 15

Item	Description	Amount
Rose Hill	Operation and maintenance of the gravity sewer at Rose Hill	990.00
	Sales Tax	0.00
Thank you for your business! Please call Dana at 469-9715 if you have any questions.		<b>Total</b> \$990.00